INTERNET EXPLORER MARKETING, DISTRIBUTION & PROMOTION AGREEMENT

This Internet Explorer Marketing, Distribution & Promotion Agreement (the "Agreement") is entered into and effective as of June 6, 1997 (the "Effective Date") by and between MICROSOFT CORPORATION, a Washington corporation located at One Microsoft Way, Redmond, WA 98052 ("Microsoft") and INTUIT, INC., a Delaware corporation located at 2535 Garcia Avenue, Mountain View, CA 94043 ("Intuit").

RECITALS

Microsoft is the owner and/or authorized licensor of the Windows 95 operating system, as well as of certain Internet-related technology, including "browsing" software known as "Internet Explorer" for the Windows 95, Windows NT, Windows 3.xx, Apple Macintosh and Unix operating systems.

Forthcoming versions of Internet Explorer are expected to have a feature known as "Active Desktop," which will enable users to choose pre-selected, and/or create their own, categories of "streaming" content which is automatically and periodically downloaded or "webcast" to the user via the World Wide Web (the "Web").

Intuit operates an online content business whereby it owns or licenses content which can be made available to users of Active Desktop, along with associated advertising, if any.

Microsoft and Intuit wish to enter into a strategic marketing, distribution and promotion agreement whereby the parties will promote and assist each other's efforts in developing the webcast content business on Microsoft platform technology. Intuit is willing to market, promote and distribute Microsoft's Internet Explorer and related Microsoft Internet technology as its primary browser platform for its business, and Microsoft is willing to include Intuit as a provider of content which the Active Desktop is pre-configured to access, and to provide broad distribution of Intuit's icons associated with relevant content.

The parties hereby agree as follows:

AGREEMENT

1. DEFINITIONS

1.1 "Active Desktop" means the Channel Client feature of Microsoft's Internet Explorer which provides, among other things, facilities to support, all via the Web, webcasting (also known as "scheduled pull," "push" or "broadcast") of Channel Content, and Content Rotation.

1.2 "Active Platform Support" means a party's use of Active Platform technology so as to make such party's Web site a demonstrably superior example of Active Platform technology. Exhibit A describes the level of support required in order to meet this standard as of the Effective Date, and which may be modified from time to time by Microsoft, modifications to which must be promptly approved by Intuit, such approval not to be withheld unless they cause Intuit to be unable to deliver substantially the same content they were able to deliver under the previous Exhibit A terms.

1.3 "Active Platform" means Microsoft's line of client, server and development tools and technologies based on Internet standards, including: Internet Explorer, Dynamic HTML, ActiveX, ActiveX Controls, Visual Basic, Jscript, Active Desktop, Internet Information Server and Active Server Pages.

1.4 "Affiliate" means, with respect to any legally recognizable entity, any other such entity directly or indirectly owns or controls fifty percent (50%) or more of the voting shares of such entity.

1.5 "Category Channel" means a Channel for which an identifying Channel Icon appears in a sub-directory when an End User points to or clicks on a related Category in the top Channel directory visible to End Users upon first starting up or using Active Desktop. For example, "Business" may be a Category in the top Channel directory, and the Channels available by clicking on or accessing the "Business" Category are Category Channels.

1.6 "Category" means a class of Content which concerns similar subject matter, such as Content which focuses primarily on sports, business, or children's entertainment.

1.7 "Channel Client" means software that enables an End User to select and receive Channels in one or more display and/or audio elements, including software that is: (i) an interactive application (such as a Web browser) that displays and/or plays Content within an application (or similar) window or directly upon a operating system desktop; and/or (ii) an animated and network-interactive screen saver application.

1.8 "Channel Guide Server" means a remote server accessible by the Channel Guide which displays Channels. The Channel Guide Server determines the display of the Channels in the Channel Guide.

1.9 "Channel Guide" means a channel (branded icon and URL) promoted in and viewable by Internet Explorer and/or the Active Desktop which accesses the Channel Guide Server.

1.10 "Channel Icon means an icon or button which has an identifying logo and/or trademar and an associated pointer/URL contained in the Active Desktop user interface such that an End User, upon first starting up or using Active Desktop, will (if already connected to the Web) be directly linked via a single click to an associated Channel.

1.11 "Channel" means an aggregation of one or more Categories and advertising (if any) that is displayed or played, or available to be selected by an End User for display and/or play, by means of a Channel Client, and which may be further divided into sub-Channels.

1.12 "Confidential Information" means: (i) any trade secrets relating to either party's product or service plans, designs, costs, prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how; and (ii) the specific terms and conditions of this Agreement. "Confidential Information" shall not include information that: (i) is or becomes generally known or available, whether by publication, commercial use or otherwise, without restriction on disclosure and through no fault of the receiving party; (ii) is known and has been reduced to tangible form by the receiving party at the time of disclosure and is not subject to restriction; (iii) is independently developed or learned by the receiving party without reference to any Confidential Information of the disclosing party; (iv) is lawfully obtained from a third party that has the right to make such disclosure.

1.13 "Content Rotation" means the presentation, through a Channel Client, of Content from one or more different Channels within sequential time segments managed by such Channel Client during which Channel Content and associated advertising (if any) are displayed and/or played on the End User's computer system.

1.14 "Content" means data, text, audio, video, graphics, photographs, artwork and other materials provided for use on Channels or Web sites.

1.15 "End User" means a Third Party, including corporate and similar direct customers, which views and/or plays Content by means of a Channel Client for such Third Party's use and not for further sublicense or distribution.

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1.16 "ICP" or an "Independent Content Provider" means an entity which develops its own Content and/or which aggregates and distributes Third Party Content for inclusion in a Channel.

1.17 "Intellectual Property" means all proprietary rights owned or controlled throughout the world, including, but not limited to, copyrights, moral rights, trade secrets, trademarks, and patents.

1.18 "Internet Explorer" or "IE" means the following products and its successors: Microsoft's English language versions Web browsers and related Internet client technology for all Platforms as marketed by Microsoft under the name "Internet Explorer v.4.x."

1.19 "Intuit Products" means the following products and their successors: (i) domestic Quicken 98 for Windows (Fall 97 release); (ii) TurboTax Personal 1040 for Windows (Q1 1998 release); (iii) domestic QuickBooks for Windows (Q1, 1998 release); (iv) Macintosh versions of the foregoing products. Intuit represents that the only currently available U.S. Intuit products which are excluded from Intuit Products are: Quicken Financial Planner, Bank Now, QuickPay, ExpensAble, professional tax products, state tax products, and other low volume products shipping fewer than five thousand (5,000) units per year.

1.20 "Intuit Web Sites" means the following Web sites and their successors: (i) www.intuit.com; (ii) www.qfn.com; and (iii) other Web sites created by or for Intuit that are specifically associated with Intuit Products (but do not include Web sites that are not primarily branded by Intuit and are controlled by a 3rd party).

1.21 "Licensed Materials" means Intuit introductory Content, associated ActiveX controls, and any other software code required to use the Intuit introductory Content in Active Desktop, as further described in Section 2.5, and provided that Licensed Materials shall not include any Third Party advertisements.

1.22 "Licensee(s)" means any Third Party licensee of a party's technology, including, but not limited to OEM, retail and other distributors, software integrators, and End Users of a party's products and/or services.

1.23 "Other Browsers" means Third Party software and related technology for any Platform that (i) is designed to view, render, browse, hear or otherwise interact with Content on the Internet, the Web and/or other public networks now existing or hereafter created (a "browser"); and (ii) ranks in the top two (exclusive of Internet Explorer) most widely used browsers, as such use is measured by the average of Browserwatch (http://browserwatch.iworld.com/stats/stats.html) or a reasonable and neutral successor Site making comparable measurements. Client software developed by PointCast, Marimba, AOL, and Chat or Pager clients shall not be deemed an "Other Browser".

1.24 "Platforms" means any and all operating system platforms supported during the Term by Internet Explorer.

1.25 "Pre-Configured Channel" means a Channel which has an identifying Channel Icon contained in the Active Desktop user interface such that the Pre-Configured Channel is available, whether as a Category Channel or otherwise, to the End User upon first use and/or personalization of the Active Desktop and until the End User deletes or changes such configuration.

1.26 "Pre-Configured ICP" means an ICP whose Channel is included as a Pre-Configured Channel in Active Desktop.

1.27 "QFN" or the "Quicken Financial Network" means the current or comparable successor information service which is Intuit's primary means for distributing financial services and related Content to

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Web users, included by Microsoft as a Pre-Configured Channel in the Category specified in Section 3.1.

1.28 "Term" means the term of this Agreement, which shall be the period commencing upon the Effective Date and ending on the later of (i) one (1) year from the first commercial release of a version of Internet Explorer containing Active Desktop and (ii) October 15, 1998.

1.29 "Territory" means the following geographic territory: United States.

1.30 "Third Party" means a person or entity which is not an Affiliate of either party to this Agreement.

1.31 "Win 16" means Microsoft's Windows 3.xx Platform.

1.32 "Win32" means, collectively, the Windows 95 and Windows NT Platforms and their direct successors which are released during the Term.

2. Intuit Obligations

2.1 Creation and Maintenance of QFN. Intuit shall create and maintain QFN:

(a) *Free Content.* QFN will deliver free Content which is relevant to all Internet users in the personal finance area. Such Content may include advertising, links to Intuit Web Sites and/or links to other Web sites; provided, however, that such Content shall contain no more than ten percent (10%) on average of Intuit product-specific or sales information. QFN may deliver or offer additional premium Content that is not free.

(b) *Updating; Technical Requirements.* The Content will be updated every business day and otherwise meet the requirements set forth in Exhibit A.

(c) *Control.* Other than the foregoing requirements, Intuit shall have sole control over the implementation and delivery of the Content on QFN.

(d) *Schedule.* Intuit shall have an initial, beta quality version of QFN available for the IE4 beta release, currently scheduled for June 1997. The final version of QFN shall be complete four (4) weeks prior to IE4 commercial release, currently scheduled for September 1997. Intuit shall have the opportunity to update its introductory Content distributed with IE as often as other Pre-Configured ICPs and Microsoft's own channels have, in the ordinary course of business, the opportunity to update their introductory Content.

(e) *Performance.* Intuit acknowledges that its performance under this Section 2.1 is critical to Microsoft. If Microsoft, in its sole and reasonable judgement, determines that Intuit has failed to adequately perform under this Section 2.1, Microsoft may enforce the remedies set forth in Section 12.2. Examples of inadequate performance include, but are not limited to, a consistent, uncorrected failure to update Content each business day and a requirement that End Users accessing any Content be required to pay a subscription fee, provided however that Intuit may change a subscription for premium Content.

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2.2 Exclusive Obligations Concerning IE. During the Term but ending September 15, 1998 (unless the Term is extended by mutual agreement of the parties, in which case ending upon a date so agreed to by the parties), Intuit and its Affiliates will promote and distribute IE (and no Other Browser) as the browser software of choice for QFN, Intuit Products and Intuit Web Sites.

(a) *Distribution.* Subject to the license terms referenced in Section 5.2, Intuit and its Affiliates shall distribute Internet Explorer and no Other Browser as an integral part of the release of any and all new and major releases of Intuit Products; provided, however, that Intuit may support the use of Other Browsers by end users, make Intuit products and services compatible with and accessible by Other Browsers, and allow its customers to use (but not distribute to them) Other Browsers with Intuit products and services. For the Intuit Products in CD-ROM format, Internet Explorer will be distributed as follows:

(1) Quicken 98 for Windows (Fall 97 release) – integrated with IE3.x (or, at Intuit's option and schedule permitting, with IE4.x) on Win16 and Win32; integrated with IE4 on successor versions.

(2) TurboTax Personal 1040 for Windows (Q1 1998 release) – integrated with IE4.x on Win32 and on Win16, schedules permitting, otherwise integrated with IE3 as a fallback; integrated with IE4 on successor versions.

(3) QuickBooks for Windows (Q1 1998 release) – integrated with IE4.x on Win32 and on Win16, schedules permitting, otherwise integrated with IE3 as a fallback; integrated with IE4 on successor versions.

(4) Macintosh versions of above products will be shipped with IE3/4 but not integrated unless Intuit product plans change to include Web integration.

CD-ROM containing Internet Explorer will be distributed with floppy-only Win32 versions of the TurboTax (Q1 1998) and QuickBooks (1998) Intuit Products provided that Microsoft provides to Intuit, at Microsoft's option and expense, up to five hundred thousand copies (500,000) copies of such CD-ROM version of IE. If Intuit's floppy-only distributions exceed 500,000 unit, and/or if Microsoft elects not to provide such CD-ROMs, Intuit shall not ship any Other Browser in its place, nor shall Intuit be required to manufacture media containing IE

For any domestic Intuit product that does not include a browser and/or Channel Client, Intuit agrees that if it elects to include a browser in the future, it will be Internet Explorer, and if it elects to include a Channel Client, Internet Explorer will be included Microsoft acknowledges that, as of the Effective Date, the following Intuit Products contain Other Browsers and that these products will not be changed unless the products are substantially revised: Quicken Financial Planner, QuickBooks 5.0, Quicken 6.0.

(b) *General.* Intuit shall promote QFN in conjunction with IE4 (and no Other Browser) in appropriate Web and general media promotions in the following manner: (i) placing the IE4 download/add Channel button on Intuit Web Sites and QFN as further described in Exhibit A; (ii) including a Microsoft-provided toll free number on Intuit Web Sites and QFN to call and obtain a free CD-ROM including IE4; and (iii) including QFN/IE4 promotion in appropriate Web, direct mail and other marketing campaigns, as further specified in Exhibit B. Intuit shall not offer downloads or links to downloads of Other Browsers on Intuit Web Sites or QFN.

(c) *Web Sites.* Intuit shall, exclusive of Other Browsers, promote IE within all Intuit Web Sites and shall, subject to the terms set forth in Section 7.1, display an IE logo such as "Best viewed

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by IE" on the home page of Intuit Web Sites and any other pages where similar promotions are placed. The sole exceptions to the foregoing exclusivity obligation shall be that Intuit shall not be restricted in Intuit Web Sites (i) paid advertising (excluding promotions or sponsorships) from companies that produce Other Browsers, (ii) news and editorial Content concerning such Other Browsers, provided that it is produced independently from companies which produce Other Browsers (and their Affiliates); and (iii) general support features (such as help or FAQ files) for Other Browsers, provided that such features are not promoted through use of any icons or links to applicable Channel or download sites.

(d) *Content Promotion.* Intuit agrees that neither it nor its Affiliates will enter into any "Content Promotion Agreements." A "Content Promotion Agreement" is an agreement with (i) a company (or its Affiliates) which produces Other Browsers or (ii) an agreement with any third party in which the economic and other benefits are passed through materially unchanged to a company which produces Other Browsers and in which the third party performs no substantive function with respect to the agreement except to be a pass-through entity ("Pass-Through Agreements"), which agreement is to exchange money or other material and valuable consideration (such as the promotion, marketing or distribution of Other Browsers) in return for distribution, transmission, marketing or promotion in the Territory of Intuit Content or logos during the Term but ending September 15, 1998 (unless the Term is extended by mutual agreement of the parties, in which case ending upon a date so agreed to by the parties). Nothing in this paragraph shall restrict Intuit from (a) entering into agreements with third parties which have agreements and/or working relationships with companies which produce Other Browsers, provided such agreements are not Pass-Through Agreements; (b) entering into agreements to license or use software or technology from companies which produce Other Browsers, including agreements which include material and valuable consideration; or (c) entering into agreements to authorize or license companies which produce Other Browsers to distribute, transmit, market or promote Intuit Content or logos provided that such agreements do not include the exchange of material and valuable consideration in return for such authorization or license.

(e) *CD-ROM Distribution.* Intuit's CDROM distributions of IE4 shall include all portions of IE4, including introductory Content from third parties that Microsoft includes as part of Microsoft CD-ROM distributions of IE4; provided, however, that: (i) Intuit may remove any introductory Content and Channel Icons with respect to MSN Investor or other direct competitors of Intuit, provided that such Channels have an independent entry as a Pre-Configured Channel and are not solely aggregated into other Channels (such as MSN); (ii) any introductory Content must be available in time for Intuit's product development schedules, and (iii) IE4 and the introductory Content (exclusive of any Intuit Content) shall not be greater than fifty (50) megabytes in size.

2.3 Differentiated Content/Promotion. Intuit shall complete the obligations set forth in Exhibit B.

2.4 Adoption of Active Platform. Intuit shall adopt, market, and promote Active Platform, including as follows:

(a) For all Intuit Content and advertising delivered via the Active Desktop, Intuit shall, at its own expense and continuously during the Term, develop (and/or license from third parties) Content which is customized such that it exhibits the Active Desktop and Active Platform capabilities, including by complying with the Active Platform Support set forth in Exhibit A.

(b) Intuit shall further provide Active Platform Support (Exhibit A) for Channels and Intuit Web Sites continuously during the Term, including without limitation by complying with updated standards for such support as they are provided by MS to Intuit as provided for in Section 1.2 during the Term. Intuit shall not, however, be required to provide Active Platform Support to

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any Content, advertising, promotions or sponsorship features contained solely within Intuit Web Sites and not available for viewing and/or playing in a Channel.

(c) Notwithstanding Intuit's restriction from distributing Other Browsers and restrictions from entering into Content Promotion Agreements, nothing shall preclude Intuit from utilizing non-Microsoft protocols, technologies and products, including protocols, technologies and products developed by companies which produce Other Browsers, in its products and services (including Channels).

2.5 Licensed Materials. Intuit will deliver the initial versions of the Licensed Materials in electronic and hard copy form (if appropriate) along with appropriate documentation to verify accuracy of such materials to Microsoft no later than ten (10) working days prior to Microsoft's second public beta release of Active Desktop. Final version of the Licensed Materials shall be provided to Microsoft reasonably in advance of the commercial release of IE, at a date to be determined based on the Internet Explorer product schedule. Microsoft shall be entitled to review and approve for inclusion in Active Desktop such Licensed Materials, provided that such approval shall not be unreasonably withheld or delayed.

2.6 Licenses. Intuit will license the Licensed Materials to Microsoft as set forth in Section 5.

3. MICROSOFT OBLIGATIONS

3.1 Inclusion as Pre-Configured ICP. During the Term, Microsoft shall include the QFN Channel Icon as a Pre-Configured ICP within North American English versions of all versions of Internet Explorer which support Active Desktop distributed within the Territory, as follows:

(a) Within the Territory, Microsoft shall list Intuit's Channel Icon as a Category Channel in the Active Desktop directory for the Category called "News." (or a similar category which may be substituted by Microsoft with the similar prominence and promotion as provided to other Category Channels).

(b) Microsoft shall include include 1MB and make reasonable efforts to include an additional .5MB of the Licensed Materials in Microsoft's retail CD-ROM and OEM distributions of Active Desktop for Win32 distributed within the Territory.

(c) Microsoft does not intend to include more than twenty-five (25) Third Party Pre-Configured ICPs in United States versions of Active Desktop during the Term, and Microsoft does not intend to include more than ten (10) Category Channels within the News Category. Intuit understands and acknowledges that such Category Channels may include Microsoft properties such as MSN Investor.

(d) Microsoft shall in its sole discretion determine the order of placement on the Active Desktop of the Channel Icons for Channels, Categories and Category Channels.

(e) Intuit acknowledges and agrees that Microsoft may, notwithstanding anything to the contrary in Sections 3.1(a)-(c): (i) authorize OEM distributors of Active Desktop to include one or more Pre-configured Channels in copies of Active Desktop which they distribute, and to place their Channel Icon in a top directory position within Active Desktop; and (ii) authorize Internet Access Providers (or "IAPs," *i.e.*, companies which market Internet access services to End Users) and licensees of Microsoft' Internet Explorer Administration Kit (or "IEAK") to distribute copies of Active Desktop from which such IAPs or IEAK licensees have deleted the Pre-configured Channels of some or all other Pre-Configured ICPs. Intuit further acknowledges and agrees that Active Desktop users and IEAK users will be able to re-

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configure Channels for End User customers, themselves and for others in their organization, including scheduling when Content is downloaded from the Channel, and adding, moving and/or deleting Channels and Channel Icons.

(f) Microsoft will exercise commercially reasonable efforts to require its OEM licensees to include the QFN Channel Icon in applicable versions of Active Desktop which they distribute, but Microsoft will be entitled to forego such requirements provided that in no event shall Microsoft authorize an OEM licensee to delete the QFN Channel Icon but not any Microsoft or Microsoft Affiliate Channel Icons from applicable versions of Active Desktop.

(g) Microsoft's intent is that Active Desktop will be presented to the user upon system setup and/or first use of Internet Explorer.

3.2 Channel Guide. During the Term, Microsoft shall list QFN in the US English and Canadian English language versions of the Channel Guide Server. QFN shall be promoted and listed in a manner superior to all non-partner Channels in the Channel Guide Server. QFN shall be included in the worldwide database of Channels maintained on the Channel Guide Server. Microsoft shall in its sole discretion determine the placement of Channels on the Channel Guide and the Channel Guide Server.

3.3 Early Release and Other Development Support. During the Term, Microsoft shall provide Intuit with: (i) early (alpha, beta and, where practical as determined by Microsoft in its sole discretion, pre-alpha) releases of Active Desktop and Internet Explorer (including exportable and Microsoft's standard localized versions for use with Intuit's international products) to use and reproduce for internal development purposes only; (ii) access to appropriate design reviews for IE4 and successors; and (iii) reasonable product development support of Intuit's use of components of Win16 versions of IE3 and IE4 as set forth in Exhibit D. Microsoft acknowledges that receipt of such releases and development support are critical to Intuit.

3.4 Set-up and Installation Requirements. Microsoft's obligations under this Section 3 are contingent on Intuit's meeting the setup and installation specifications that Microsoft requires for all third party Pre-Configured ICPs, as further described in Exhibit C.

3.5 Launch Event. Microsoft shall promote QFN as one of Microsoft's platinum partner Sites to be included in Microsoft's IE4 launch event and online promotions.

3.6 Microsoft Promotion of Intuit Content. In order to assist Intuit's efforts in developing its webcast Content business on Microsoft platform technology, Microsoft agrees during the Term to promote the Intuit Content in conjunction with Active Desktop in a comparable manner to Microsoft's promotion of other Third Party Pre-Configured ICPs whose Content is offered via Category Channels on the Active Desktop. Such promotions shall include ongoing print and Web advertising to increase end-user awareness of Internet Explorer's platinum partner Channels and traffic to the Channel Guide.

3.7 Licenses. During the Term, Microsoft will license Internet Explorer to Intuit as set forth in Section 5.

4. JOINT OBLIGATIONS

4.1 Announcement. The parties shall issue a joint press release announcing and describing the general terms of this Agreement. The precise content and timing of such press release shall be mutually agreed upon by the parties.

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4.2 Marketing Coordination. Each party shall appoint a representative to coordinate marketing plans, advertising guidelines, and other promotional messages to be used by the respective parties in their promotions of one another. Each party shall use reasonable commercial efforts to confirm any substantive changes in such plans and messages with the other party prior to executing marketing or advertising promotions with any such changed messages or plans.

4.3 Support. Each party shall provide all user support for the products and services that it operates or distributes in connection with this Agreement.

5. RIGHTS AND LICENSES

5.1 Intellectual Property License to Microsoft. . Soley for use in conjunction with IE, Intuit hereby grants to Microsoft, under all Intuit Intellectual Property, a nonexclusive, irrevocable (during the Term), royalty-free, fully paid up, worldwide right and license to reproduce, license, rent, lease or otherwise distribute, and have reproduced, licensed, rented, leased or otherwise distributed, to and by third parties (including in conjunction with or as included in Active Desktop or Internet Explorer), the Licensed Materials.

5.2 Internet Explorer. During the Term and for two years following, Microsoft hereby grants to Intuit, under all Microsoft Intellectual Property, a nonexclusive, royalty-free, fully paid up, worldwide right and license to reproduce and distribute Internet Explorer (including exportable and Microsoft's standard localized versions for use with Intuit's international products), either on a stand-alone basis (including for internal Intuit and Intuit Affiliate use) or in conjunction with Intuit Content, products or services, under Microsoft's standard terms and conditions (as listed on http://www.microsoft.com/ie/ieak or successors thereto), including the right to sublicense such rights to Intuit OEMs, distributors and resellers the rights to reproduce and distribute Internet Explorer in conjunction with Intuit Content, products or services. After the Term and for two years following Intuit shall have the right, for all copies of Internet Explorer that Intuit distributes, to place its QFN (or successor) Channel in a comparable location in the Active Desktop interface to the placement said Channel had during the Term.

5.3 Patent Issues. If Company (a) sues or (b) brings or prosecutes any judicial, administrative or other proceedings of any kind against Microsoft or its licensees (including without limitation OEM customers and end users) for infringement of any Company Patents which occurs during the Term on account of the manufacture, use, sale or distribution of technology contained in Internet Explorer, Microsoft may terminate this Agreement as provided in Section 12.2. As used herein, "Company Patents" means any and all patents (other than design patents or the equivalent), or the inventions, ideas or applications therefor, worldwide, whether currently existing, or later developed, applied for, issued prior to the Term, or issuing during the Term, and under which patents (or the inventions, ideas or applications therefor) Company, or any of its Affiliates, now has, or obtains during the Term, the ability or right to license or grant immunity from suit; and (ii) all extensions, divisionals, continuations, continuations-in-part, re-examinations and reissue patents of such patents, as well as patent applications thereof, to the extent rights attach to such applications.

5.4 Other Rights Reserved. Neither party grants any license in this Agreement under its Intellectual Property or Confidential Information except as expressly provided in Sections 3, 5, 7 or 8.

6. CONSIDERATION

In addition to the consideration provided by each party under the terms and conditions of this Agreement, including without limitation the restrictions set forth in Section 2.1(d) and 2.2, each party shall provide to the other the further consideration set forth in Exhibit E in the manner further set forth therein.

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7. TRADEMARKS

7.1 Microsoft Trademarks. Intuit is hereby granted a non-exclusive license (under Microsoft's standard terms as listed on http://www.microsoft.com/ie/iedlist.htm or successors thereto), to use Microsoft trademarks in connection with Intuit performing its obligations under Section 2. Any fair use, or similar use that is compliant with applicable local law, by Intuit of "Microsoft Internet Explorer," "Active Desktop" or other Microsoft marks in a truthful context shall not require Microsoft's advance approval unless such use suggests or implies endorsement by Microsoft of Intuit's or any other parties' products or services. If the trademark guidelines are amended or any Microsoft trademarks are modified or added, Intuit and its distributors shall have the right to deplete or have depleted in the ordinary course of their businesses existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added Microsoft trademarks. Intuit agrees not to register any Microsoft trademarks without Intuit's express prior written consent. Microsoft shall promptly notify Intuit of any finding of infringement or invalidity of any Microsoft trademarks in any jurisdiction. Nothing herein shall require Intuit to use any Microsoft trademark in any manner, except as expressly provided in Section 3.

7.2 Intuit Trademarks. Microsoft is hereby granted a non-exclusive license to use those Intuit trademarks relating to the Licensed Materials and other Intuit Content in Active Desktop and any advertising, marketing, technical or other materials related thereto which are distributed, transmitted or promoted by Microsoft or its distributors for the purpose of furthering promotion of Active Desktop and Intuit Content under this Agreement. Such use shall be in accordance with Intuit's then current trademark guidelines to be provided and reasonably updated by Intuit from time to time. If the trademark guidelines are amended or any Intuit trademarks are modified or added, Microsoft and its distributors shall have the right to deplete or have depleted in the ordinary course of their businesses existing and contractually committed for inventories of products and materials which may not be in compliance with the amended guidelines or modified/added Intuit trademarks. Microsoft agrees not to register any Intuit trademarks without Intuit's express prior written consent. Intuit shall promptly notify Microsoft of any finding of infringement or invalidity of any Intuit trademarks in any jurisdiction. Nothing herein shall require Microsoft to use any Intuit trademark in any manner, except as expressly provided in Section 3.

Notwithstanding the foregoing, any fair use, or similar use that is compliant with applicable local law, by Microsoft of Intuit's trademarks in a truthful context shall not require Intuit's advance approval unless such use suggests or implies endorsement by Intuit of Microsoft's or any other parties' products or services.

8. CONFIDENTIALITY

8.1 Restrictions on Use and Disclosure. Each party shall protect the other's Confidential Information from unauthorized dissemination and use with the same degree of care that such party uses to protect its own like information. Neither party will use the other's Confidential Information for purposes other than those necessary to directly further the purposes of this Agreement. Each party will use its best efforts not to disclose to third parties the other's Confidential Information without the prior written consent of the other party. Except as expressly provided in this Agreement, no ownership or license rights are granted in any Confidential Information. Microsoft agrees to use reasonable efforts to prevent Intuit's Confidential Information to be disclosed to Microsoft personnel who are employed in departments or divisions which produce personal financial management software and services, provided that Confidential Information requiring such additional protection is provided in written form and is clearly marked by Intuit. Microsoft agrees that, for the purpose of "unwinding"

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certain agreements, Intuit may need to disclose high level terms of this Agreement (such as the Term, the existence of exclusivity provisions, *etc.*) to business partners with which Intuit has existing agreements.

8.2 Residuals. The parties' obligations of confidentiality under this Agreement shall not be construed to limit either party's right to independently develop or acquire products without use of the other party's Confidential Information. Further, either party shall be free to use for any purpose the residuals resulting from access to or work with such Confidential Information, provided that such party shall maintain the confidentiality of the Confidential Information as provided herein. The term "residuals" means information in non-tangible form, which may be retained by persons who have had rightful and good faith access to the Confidential Information, including ideas, concepts, know-how or techniques contained therein. Neither party shall have any obligation to limit or restrict the assignment of such persons or to pay royalties for any work resulting from the use of residuals. However, this Section 8.2 shall not be deemed to grant to either party a license under the other party's copyrights or patents.

8.3 Limitations. The other provisions of this Agreement notwithstanding, either party will be permitted to disclose the terms and conditions of this Agreement to their outside legal and financial advisors and to the extent required by applicable law; provided however that before making any such required filing or disclosure, the disclosing party shall first give written notice of the intended disclosure to the other party within a reasonable time prior to the time when disclosure is to be made, and the disclosing party will exercise best efforts, in cooperation with the other party, consistent with reasonable time constraints, to obtain confidential treatment for all non-public and sensitive provisions of this Agreement, including without limitation dollar amounts and other numerical information.

9. WARRANTIES

9.1 Intuit. Intuit warrants and covenants that:

(a) It has the full power and all necessary rights to enter into and perform according to the terms of this Agreement;

(b) It has the full right to grant Microsoft the licenses granted herein to use the trademarks, logos trade names, and firm names licensed under this Agreement, and that it is aware of no claims by any third parties adverse to any of such trademarks, logos trade names, and firm names; and

(c) The Licensed Materials and Intuit Content available to End Users during the Term do not, and Intuit will ensure that they do not, to the best of Intuit's knowledge: (i) contain defamatory or libelous material or material which discloses private or personal matters concerning any person, without such person's consent; (ii) permit to appear or be uploaded any messages, data, images or programs which are, by law, obscene, profane or pornographic; or (iii) permit to appear or be uploaded any messages, data, images or programs that would knowingly violate the property rights of others, including unauthorized copyrighted text, images or programs, trade secrets or other confidential proprietary information, or trademarks or service marks used in an infringing fashion.

The representations and covenants contained in this Section 9.1 are continuous in nature and shall be deemed to have been given by Intuit at execution of this Agreement and at each stage of performance hereunder. These representations, warranties, and covenants shall survive termination or expiration of this Agreement.

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9.2 Microsoft. Microsoft warrants and covenants that:

(a) It has the full power to enter into this Agreement and grant the license rights set forth herein; and

(b) To the best of its knowledge, Internet Explorer and Active Desktop do not infringe any copyright, trademark, patent, trade secret, or other proprietary right held by any third party; and

(c) It has the full right to grant Intuit the licenses granted herein to use the trademarks, logos trade names, and firm names licensed under this Agreement, and that it is aware of no claims by any third parties adverse to any of such trademarks, logos trade names, and firm names.

The representations and covenants contained in this Section 9.2 are continuous in nature and shall be deemed to have been given by Microsoft at execution of this Agreement and at each stage of performance hereunder. These representations, warranties, and covenants shall survive termination or expiration of this Agreement.

10. Disclaimer Of Further Warranties

10.1 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.1, ALL LICENSED MATERIALS, TRADEMARKS LICENSED UNDER THIS AGREEMENT, AND Intuit CONFIDENTIAL INFORMATION ARE PROVIDED TO MICROSOFT "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, INTUIT DISCLAIMS ALL FURTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

10.2 EXCEPT AS EXPRESSLY WARRANTED IN SECTION 9.2, INTERNET EXPLORER, TRADEMARKS AND OTHER MATERIALS LICENSED TO INTUIT PURSUANT TO THIS AGREEMENT, AND THE MICROSOFT CONFIDENTIAL INFORMATION ARE PROVIDED TO INTUIT "AS IS" WITHOUT FURTHER WARRANTY OF ANY KIND. WITH THE EXCEPTION OF THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.2, MICROSOFT DISCLAIMS ALL WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT.

11. Indemnity

11.1 Indemnity by Intuit.

(a) Intuit shall, at its expense and Microsoft's request, defend any claim or action brought against Microsoft, and Microsoft's Affiliates, directors, officers, employees, OEMs, Licensees, agents and independent contractors, to the extent it is based upon a claim (i) that the Licensed Materials or any Intuit Content infringes or violates any patent, copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, or (ii) that, if true, would constitute a breach of a Intuit warranty under Section 9.1 (collectively, "Intuit Claims"), and Intuit will indemnify and hold Microsoft harmless from and against any costs, damages and fees reasonably incurred by Microsoft, including but not limited to fees of attorneys and other professionals, that are attributable to such Intuit Claims. Microsoft shall: (i) provide Intuit reasonably prompt notice in writing of any such Intuit

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Claims and permit Intuit, through counsel chosen by Intuit and reasonably acceptable to Microsoft, to answer and defend such Intuit Claims; and (ii) provide Intuit information, assistance and authority, at Intuit's expense, to help Intuit to defend such Intuit Claims. Intuit will not be responsible for any settlement made by Microsoft without Intuit's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless Intuit obtains for Microsoft a complete release of all Intuit Claims thereunder, Intuit may not settle any Intuit Claim under this Section 11.1 on Microsoft's behalf without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld or delayed. In the event Microsoft and Intuit agree to settle a Intuit Claim, Intuit agrees not to publicize the settlement without first obtaining Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

(c) Intuit's obligations under this Section 11.1 shall be Microsoft's sole and exclusive remedy for any breach of the warranties in Section 9.1.

11.2 Indemnity by Microsoft.

(a) Microsoft shall, at its expense and Intuit's request, defend any claim or action brought against Intuit, and Intuit's Affiliates, directors, officers, employees, agents and independent contractors, to the extent it is based upon a claim (i) that Active Desktop or Internet Explorer infringes or violates any patent, copyright, trademark, trade secret, right of publicity, or other intellectual property, proprietary or contractual right of a third party, or (ii) that, if true, would constitute a breach of a Microsoft warranty under Section 9.2 (collectively, "Microsoft Claims"), and Microsoft will indemnify and hold Intuit harmless from and against any costs, damages and fees reasonably incurred by Intuit, including but not limited to fees of attorneys and other professionals, that are attributable to such Microsoft Claims. Intuit shall: (i) provide Microsoft reasonably prompt notice in writing of any such Microsoft Claims and permit Microsoft, through counsel chosen by Microsoft and reasonably acceptable to Intuit, to answer and defend such Microsoft Claims; and (ii) provide Microsoft information, assistance and authority, at Microsoft's expense, to help Microsoft to defend such Microsoft Claims. Microsoft will not be responsible for any settlement made by Intuit without Microsoft's written permission, which permission will not be unreasonably withheld or delayed.

(b) Unless Microsoft obtains for Intuit a complete release of all Microsoft Claims thereunder Microsoft may not settle any Microsoft Claim under this Section 11.2 on Intuit's behalf without first obtaining Intuit's written permission, which permission will not be unreasonably withheld or delayed. In the event Intuit and Microsoft agree to settle a Microsoft Claim, Microsoft agrees not to publicize the settlement without first obtaining Intuit's written permission, which permission will not be unreasonably withheld or delayed.

(c) Microsoft's obligations under this Section 11.2 shall be Intuit's sole and exclusive remedy for any breach of the warranties in Section 9.2.

12. TERMINATION

12.1 Term. This Agreement shall commence upon the Effective Date and continue in full force and effect until the earlier of (i) termination for cause as set forth in Section 12.2, or (ii) expiration of the Term.

12.2 Termination/Suspension of Performance.

(a) Removal of QFN. In addition to any other remedies under this Agreement, including termination under Section 12.2(b), should (i) Intuit fail to adequately perform under

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Section 2.1 or (ii) Intuit be in breach of any warranty, term or covenant of Section 9.1(c), Microsoft may remove QFN from the Active Desktop and/or from the Channel Guide so long as such failure or breach continues. If, after ten (10) business days notice by Microsoft to Intuit of failure under Section 3.1 or breach of Section 9.1(c) such failure continues or such breach is not cured, Microsoft may remove QFN from the Active Desktop and/or the Channel Guide either (i) temporarily until such failure is rectified to Microsoft's reasonable satisfaction, or (ii) permanently. In which case Intuit may terminate this agreement and (as in the case of any other termination) continue to distribute IE as provided in 12.5 below.

(b) Either party may suspend performance and/or terminate this Agreement immediately upon written notice at any time if: (i) the other party is in material breach of any material warranty, term, condition or covenant of this Agreement, other than those contained in Section 8, and has failed to cure that breach within thirty (30) days after written notice thereof; or (ii) the other party is in material breach of Section 8.

12.3 Effect of Termination. Neither party shall be liable to the other for damages of any sort resulting solely from terminating this Agreement in accordance with its terms.

12.4 Preservation of Remedies. Neither payment of fees or credits due under this Agreement nor termination of this Agreement shall be a bar to a party's pursuing any remedy for breach provided for under this Agreement or applicable law. Intuit and Microsoft each acknowledges that monetary damages may not be a sufficient remedy for breach of its obligations under Sections 2 and 3, and that each may be entitled, without waiving any other rights or remedies (and whether or not either exercises any right of termination), to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

12.5 Survival. In the event of termination or expiration of this Agreement for any reason, Microsoft's license rights under Section 5.1 shall survive termination as follows: (i) Microsoft license rights survive until the next release of Internet Explorer; Microsoft's license rights with respect to physical inventory of the current version (as of the date of termination) of Internet Explorer survive until inventory is exhausted; and Microsoft's licensees that wish to continue distribution of the current version (as of the date of termination) of Internet Explorer may continue for up to eighteen (18) months following termination. Sections 4.3, 5.1, 5.4, , 7.1, 7.2, 8, 9, 10, 11, 13 and 14 shall survive any termination or expiration of this Agreement. Section 5.2 shall survive any termination or expiration of this Agreement for a period of two (2) years.

13. Limitation Of Liabilities

IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR OTHER RELATED OR SIMILAR DAMAGES (BUT NOT INCLUDING DIRECT DAMAGES) WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE FOR A BREACH OF THIS AGREEMENT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION SHALL HAVE NO APPLICATION TO SECTION 8.

14. General Provisions

14.1 Notices. All notices and requests in connection with this Agreement shall be deemed given as of the day they are received by the party to whom they are addressed, either by messenger, delivery service, or in the United States of America mails, postage prepaid, certified or registered, return

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receipt requested, and addressed as indicated below or to such other address as a party may designate pursuant to this notice provision:

To Intuit:	To Microsoft:
Intuit, Inc. 2535 Garcia Mountain View, CA 94043 Attention: Bill Harris Executive Vice President	Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Director of Business Development, Internet Division
Phone: 415-944-5666	Phone: (425) 882-8080
Fax: 415-944-6511	Fax: (425) 936-7329
Copy to: Intuit, Inc. 2535 Garcia Mountain View, CA 94043 Attention: Fran Smallson Corporate Attorney Fax: 415-944-3699	Copy to: Microsoft Corporation One Microsoft Way Redmond, WA 98052-6399 Attention: Law & Corporate Affairs Fax: (425) 936-7409

or to such other address as a party may designate pursuant to this notice provision.

14.2 Independent Parties. Nothing in this Agreement shall be construed as creating an employer-employee or agency relationship, a partnership, or a joint venture between the parties.

14.3 Governing Law. This Agreement shall be governed by the laws of the State of Washington as though entered into between Washington residents and to be performed entirely within the State of Washington.

14.4 Attorneys' Fees. In any action or suit to enforce any right or remedy under this Agreement or to interpret any provision of this Agreement, the prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

14.5 Assignment. This Agreement shall be binding upon and inure to the benefit of each party's respective successors and lawful assigns; provided, however, that neither party may assign this Agreement, in whole or in part, without the prior written approval of the other party. For purposes of this Agreement, a merger, consolidation, or other corporate reorganization, or a transfer or sale of a majority of a party's stock, or of all or substantially all of its assets shall be deemed to be an assignment.14.6 Construction. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to effect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. Failure by either party to enforce any provision of this Agreement will not be deemed a waiver of future enforcement of that or any other provision. This Agreement has been negotiated by the parties and their respective counsel and will be interpreted fairly in accordance with its terms and without any strict construction in favor of or against either party.

14.7 Entire Agreement. This Agreement does not constitute an offer by Microsoft and it shall not be effective until signed by both parties. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and merges all prior and contemporaneous communications. It shall not be modified except by a written agreement subsequent to the date of

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this Agreement and signed on behalf of Intuit and Microsoft by their respective duly authorized representatives.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the Effective Date written above.

MICROSOFT CORPORATION	INTUIT, INC.
By (Sign):	By (Sign):
Name (Print): William Poole	Name (Print): WILLIAM HARRIS
Title: Sr. Director Bus. Dev.	Title: EXEC. V.P.
Date: 6-9-97	Date: 6/14/97

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EXHIBIT A

ACTIVE PLATFORM SUPPORT REQUIREMENTS

The goal of these requirements is to make the content providers Active Channels and existing web site(s) demonstrably superior examples of Active Platform technology. The developers will follow the guidelines below, although specific design and content issues are at the discretion of the content provider.

Channel Requirements

1) Support for IE presentation
   - Logo to fit on Channel bar button
   - Full screen view (theatrical view)
   - Support for screen saver functions
2) Create a CDF (Channel Definition Format file) to categorize content for download and offline reading
   - The CDF can have no more than 8 first level items when the user first connects to the channel.
3) Update CDF and support notification for new Content
4) Optimize the Channel for download:
   - Author content to meet reasonable download size guidelines (TBD)
   - Go beyond that limit after notifying user
   - Offer personalization to select relevant content
5) Content must be updated at least 5 times per week
6) Use of Dynamic HTML should be maximized. At a minimum, a Channel must support at least 3 of the following 5 capabilities supported by Dynamic HTML on the top page of the channel, and at least 1 of the 5 following capabilities on at least 50% of the remaining pages in the channel:
   - Dynamic Content
     Ability to change elements on HTML page on the fly based on user interaction, without round trip to the server. This allows for better user interactivity, with faster performance.
   - 2D Positioning
     This capability allows site authors to easily and accurately position elements on a page without being forced to resort to ActiveX controls, Java applets, or games with tables. Dynamic HTML supports X,Y and Z plane positioning. Combined with multimedia/animation effects, this capability can dramatically improve the look of your site.
   - Multimedia Effects – Filters, Transitions, Animations, Alpha Channel, etc
     Dynamic HTML also includes a set of high performance multimedia effects that interact with the HTML page.
   - Data Awareness
     The ability to link data from a database and dynamically update your HTML page based on changes in the database automatically. Also, this capability allows for the user to interact with the data without roundtrips to the server.
   - Dynamic HTML Object Model
     This is not a new tag, but a way to control existing HTML tags. For example, existing elements such as <img> tag, will receive a click event if the user clicks on the picture.
7) Support for 2 of the following technologies within the Channel:
   - HTML Mail

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Specify a page for email notification in the CDF

- "Desktop Components"
  Create at least 1 "Desktop Component" that will be updated at least 5 times per week
- Ratings
  Ratings are a mechanism to inform users of the appropriateness of web site content. Support for ratings is a simple process of going to the official ratings site (Error! Reference source not found.) and registering the web site.

Error! No bookmark name given.8) Deliver multimedia Content in the ASF format (NetShow).

9) Microsoft's standard IEAK product must be able to administer all Channel behavior. The intent is to provide effective central administration such that MIS departments not disable Channel by default with the IEAK. *See note below regarding this requirement.*
10) Introductory Content must (and downloaded content should) optimize for performant operation in standard system configurations
    - Use standard system services wherever possible (channel installation, cache management, data transfer, web event logging, channel selection, screen saver). Any duplication must be noted and approved in advance of sub ission of Introductory Content to Microsoft.
    - Do not instantiate any processes that increase the static working set (e.g. static memory requirements) or that run when Company's Channel is not visible on screen via the Browser or the Active Desktop screen saver.
    - *See note below regarding this requirement.*

Note regarding requirements 9 and 10 above
Content will automatically meet these provisions if it is webcast via standard IE4 system services and does not require installation of custom Active X controls and/or add-on client software. If content does require separate software to be used or displayed, it must be verified to meet requirements 9 and 10.

Differentiated Content Area Requirements (if separate from channel)
Creation of "Differentiated Content": Partners shall define easily described and highly visible components of their web site that will exhibit substantially superior features or usability when used with Internet Explorer, making the site a premier example of the added-value differentiation enabled by Microsoft Internet Technology. Some differentiated content may be available only to IE users, some may simply be "best when used with IE", with acceptable degradation when used with other browsers.

1• Create a CDF to categorize content for download and offline reading
2• Update CDF and support notification for new Content
3• Support for six (6) of the following Microsoft technologies (as defined below):
    - Inclusion of COM objects
    - Use of Scripting (VB Script or Jscript)
    - HTML 3.2
    - NetShow
    - HTML Mail
    - Dynamic Content
    - 2D Positioning
    - Multimedia Effects – Filters, Transitions, Animations
    - Data Awareness
    - Dynamic HTML Object Model

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Existing Web Site Requirements
On the home page of the Intuit Web Site and at least 15 other most visited Intuit Web Site pages:

1• Logo as "Best viewed with IE 4" or other equivalent, as may be agreed by the parties
2• Track browser market share based on appropriate user agent strings and report to Microsoft on a monthly basis
3• Create a CDF to categorize content for download and offline reading
4• Update CDF and support notification for new Content
5• Support four (4) of the following Microsoft technologies:
- Inclusion of COM objects
- Use of Scripting (VB Script or Jscript)
- HTML 3.2
- NetShow
- HTML Mail
- Ratings
- Dynamic Styles
- Positioning
- Dynamic Content
- Multimedia Effects – Filters, Transitions, Animations
- Data Awareness

In the spirit of being a Platinum Internet Explorer site, Intuit will use all reasonable efforts to promptly take advantage of new Internet Explorer extensions as they become available in beta and final updates for Internet Explorer, including subsequent versions of Internet Explorer, during the term of this agreement.

Definitions of Microsoft Technologies (not defined above)

1 CDF: A Channel Definition Format file that describes the site. The CDF spec is included with the developer materials for IE 4.

2 COM Objects: Inclusion of COM Objects (ActiveX Controls, or Java Applets) - COM objects are self-contained pieces of code that bring unique interactivity to sites not possible with HTML-only pages. COM objects can be written in many languages, such as C/C++ or Java. Web Site must use at least one such control on at least one of its top 5 most visited pages.

3 Scripting: Use of Scripting (VB Script, or Jscript) - Scripts are pieces of code written inline within HTML to automate general purpose COM objects, or to make objects interact with one another, in a web page. Scripts can be written in many languages, such as VB Script or Jscript. Web Site must use at least some such scripting to automate one or more controls.

4 HTML 3.2: Utilization of at least 2 of the following 4 IE3 and HTML 3.2 standard capabilities:

- Style Sheets - A style sheet is a description of the layout of a document. Style sheets allow page authors to cleanly split structure and Content away from a page's form and appearance. Just as HTML is the language to describe structure and Content, so form and appearance will be described by a style sheet language such as Cascading Style Sheets - a W3C standard spec supported first by IE 3.0.
- Frame Sets - Frames allow you to divide a Web page into separate regions that can display Content independently. A side benefit of frames is that clicking a link

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can now launch a new window. Borderless frames give you all the power of frames pages with the added benefit of a seamless look. Borderless frames can be also separated with a custom color or background picture. Floating frames are a revolutionary new feature in IE 3.0. Anywhere you can put an image in IE 2.0 or Netscape, you can put an arbitrary box of HTML (with or without a scrollbar and a 3-D border) in IE 3.0

- Other Key HTML Extensions - IE 3.0 supports several HTML 3.0 table features, including selectable rules and borders, row and column grouping, and aligning text in adjacent cells by baseline. It also supports the ability to put background images in individual table cells. IE 3.0 also supports .BMP and animated .GIF formats. There are additional HTML extensions supported by IE 3.0 that can also be implemented.

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EXHIBIT B

PROMOTION; DIFFERENTIATED CONTENT

1. Intuit shall promote the QFN Channel as follows:

   - Highly-visible direct links to QFN from high-volume Intuit desktop software products
   - Promotion to Quicken customers in the fall'97 upgrade mailing to the installed base, explicitly mentioning the IE QFN channel
   - Prominent mention in press releases associated with the IE4 launch
   - Intuit will use reasonable efforst to secure promotion by Intuit Financial Institution and content partners

2. Intuit shall announce a "Very Public Alignment" with Microsoft technologies:
   - Issue a joint press release to announce plans to use and deploy products with significant use of Active X, specifically addressing security issues with mutually agreeable messages
   - Promote and use IE4 as Intuit's primary platform for delivery of QFN webcast content.
   - Participate in Microsoft announcements of Dynamic HTML and other technologies relevant to Intuit's Internet businesses.

3. Intuit shall create a Differentiated Content Area on QFN containing the following Content and/or features, at least three of which will be unique to IE by October 1997:
   - General news
   - Company-specific news
   - Financial advice and tips
   - Market and financial indicators and statistics
   - Access to financial products for information and purchase
   - ActiveX-based financial tool(s)
   - Financial desktop component(s)

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EXHIBIT C

SET UP & INSTALLATION

The following materials should be provided to Microsoft prior to the final release of Internet Explorer 4.0. Exact dates will be provided to Company at least 10 days prior to the first deadline. These requirements are subject to change prior to the final release of Internet Explorer 4.0.

A) Images

Branded Logo

Size: 80 x 32 (wxh) pixels
Pallette: Windows half-tone pallette, 256-colors
Format: GIF
Important Notes:

- The Channel Bar will display the exact 80x32 logo that provided by the Company. Therefore, the publisher's brand name will appear only if it is included in the bitmap itself.
- Users can adjust the width of the Channel Pane beyond 80 pixels. When this happens, the Channel Bar fills in the background with the same color as the top left pixel in the bitmap.

Large Icon

Size: 32x32 pixels
Palette: Windows 16 color halftone palette, 16 color
Format: ICO format

B) URL for Introduction/Setup Page (see below)

The URL for the channel introduction Web page to be included in the channel package with the logos.

C) Channel Name

Company should include a "friendly" name that the Desktop Channel Bar will use in the icon views and the Windows name space. This name must match the name of the actual channel.

Deliverables Mounted on Publisher's Server

A) Channel Introduction / Setup Page

Description: Company must have one Web page mounted on a externally accessible server that introduces the Channel. This is the Channel Introduction/Setup Page to which users are taken to when they click on the publisher's icon in the default Channel Bar or subscribing from a Web page.

URL: As specified in the deliverables above.
Size: The page should be designed to look good at all standard PC screen resolutions: 640x480, 800x600, and 1024x768. The page should be optimized for a width of 640 pixels.
Content: The page must include:

- a description or preview of the channel's content once subscribed
- a Subscribe button which links to the channel's CDF so the user can begin the setup process (see SDK for details). Graphic for Subscribe Button is TBD.

This Introduction Page can refer to additional pages which more full describe the channel's offerings, ask for demographic information from the user, or offer personalization. Each supplemental page, however, must link back to the standard Introductory Page, from which users can subscribe to the channel

B) Channel Definition Format File

The CDF must be prepared as described in the SDK.

C) Channel Home Page

The Channel described by the CDF should have at least one page, the Channel's Home Page, mounted on an externally accessible server.

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Operational Channel Site Mounted on Publisher's Server

The Microsoft Internet Explorer testing group will verify that it is possible to subscribe to the Channel, and that the Channel's Introduction Page and Channel Home Page are viewable in IE4.0. This means all content for all URLs referenced in the channel's CDF should be available on an externally accessible server. This includes:

- a- Pages to be displayed in Full Screen View
- b- Pages to be displayed in the Internet Explorer Screen Saver
- c- Pages to be displayed within Desktop Components on the Active Desktop.

At this time, content must conform to the standards established in Exhibit A

Pre-Cached Web Pages used for Introductory Content

Company agrees that the Pre-cached Web Site will adhere to the following criteria:

(a) All cached pages and links to other cached pages must use Short File Names (8.3)
(b) All Links must be functional (ie no broken links)
(c) No external HTTP links, but if there are external links to the pre-cached pages, they must be blocked out with a message saying "You can only access this site if you are actually connected to the Internet - this is a demo only..."
(d) No CGI Scripting
(e) No Server-side Scripting
(f) No Server-side image Maps
(g) Should not exceed a resolution greater than 800x600

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EXHIBIT D

COMPONENT VERSIONS OF IE4 FOR WIN16

Microsoft will reasonably support Intuit's use of Microsoft's components Win16 versions of IE3 and IE4.

The capabilities of these component versions will be as follows:

- Microsoft will deliver to Intuit necessary code and documentation to allow running the Win16 version of IE3 as an integrated browser with capabilities specifically including:
  - The ability to create a browser window with no associated UI controls
  - A programmatic interface to the browser which includes capabilities for navigating to a particular URL, navigating "back", navigating "forward", reloading the current page, stopping a download which is in progress, printing the current page, and opening the current page in IE3.
  - A programmatic interface allowing the installation of a callback function which allows the parent application to monitor download status, and to receive notification that navigation is about to occur, with the ability to redirect navigation to a different site ("PreNavigate").

The space requirements for a floppy-only distribution of the minimal 16 bit version of IE3 will not exceed two (2) megabytes.

Microsoft shall be responsible for architecture and behavior of Win16 IE components and shall provide appropriate interfaces with available documentation to Intuit for access to such components. Microsoft shall seek Intuit's input into requirements for the component interface for Win16 IE4. Intuit achnowledges that the DLL interface provided for the component version of IE3 will be changed and enhanced for IE4.

Microsoft will provide developer support to insure successful integration of the various 16 and 32 bit IE technologies with Intuit Products, such support not to exceed (i) 120 hours prior to September 1, 1997, (ii) 80 hours over a sixty day period starting after September 1, in which Intuit integrates its products with IE4 for Win16 and Win32, and (iii) for general post-IE-shipment support following Intuit's integration with IE4, a maximum of 1 hour per week continuing through the Term.

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EXHIBIT E

CONSIDERATION

No fees shall be payable by either party with respect to this Agreement.

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